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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **OAKLAND DIVISION**

12 KRISTEN HYLAND,

13 Plaintiffs,

14 vs.

15 CREDIT PROTECTION ASSOCIATION,

16 Defendants.

) **Case No.: C 10-00232**

) **STIPULATION AND PROTECTIVE**
) **ORDER RE CREDIT PROTECTION**
) **ASSOCIATION'S CONFIDENTIAL**
) **AND PROPRIETARY INFORMATION**

) Hon. Laurel Beeler

) Complaint Filed: January 19, 2010
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19 WHEREAS Plaintiff has demanded inspection of certain Credit Protection
20 Association ("CPA") internal policies, procedures, training materials, and/or operating
21 guidelines, and underlying agreements;

22 WHEREAS CPA's internal policies, procedures, training materials, operating
23 guidelines and underlying agreements are trade and business secrets, and are confidential
24 and sensitive proprietary information, the confidentiality of which is strictly safeguarded
25 by CPA; and
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1 WHEREAS information regarding CPA's policies, procedures, training materials,
2 operating guidelines, and underlying agreements, if freely produced, would compromise
3 CPA's confidential and proprietary information;

4 WHEREFORE the parties hereby stipulate and agree to be bound by the following
5 Protective Order:

6 1. Except as may be otherwise provided by further order of the Court, CPA's
7 policies, procedures, training materials, operating guidelines, and underlying agreements,
8 including any and all, memoranda discussing the same, and deposition or declaration
9 testimony concerning the same, shall be disclosed only to "Qualified Persons" including
10 (a) counsel of record engaged in the preparation of plaintiff's case for trial, including
11 partners, associate attorneys, and support staff; (b) expert witnesses, if any, retained by
12 plaintiff or his attorneys to assist in the preparation of this case for trial; and (c) plaintiff.
13 Other than the Qualified Persons specified above, no person shall be provided access to
14 documents or transcripts disclosing CPA's policies, procedures, and guidelines.

15 2. CPA shall label as "Confidential" information concerning its policies,
16 procedures, training materials, and operating guidelines that it contends is subject to this
17 Order. When confidential information is attached to, contained in, or is incorporated in a
18 deposition transcript or declaration, the cover page and the confidential portions of the
19 transcript or declaration and any confidential exhibits shall be labeled "Confidential."

20 3. Any information designated "Confidential" shall be made available only to
21 Qualified Persons who shall have read this Order and who shall agree to be bound by the
22 terms thereof and who shall agree to maintain said information in confidence and not to
23 use or reveal the same to anyone other than a Qualified Person and to use the same only
24 in connection with the trial or preparation for trial of this proceeding.

25 4. All documents containing confidential information which are filed in the
26 action shall be filed in a sealed envelope on which shall be stated the title of the action to
27 which it pertains, an indication of the nature of the contents of such sealed envelope, the
28 word "CONFIDENTIAL" and a statement substantially in the following form:

"This envelope is sealed pursuant to Court Order and contains Confidential Information filed in this proceeding and is not to be opened or the contents thereof to be displayed or revealed except by further Court Order."

A confidential envelope shall not be opened without further Court Order except by counsel of record who shall return the document to the Court or Clerk of the Court in a sealed envelope marked as aforesaid.

5. All documents containing confidential information and notes or other records regarding the contents thereof shall be maintained in the custody of counsel of record for the parties, and no partial or complete copies thereof shall be retained by anyone else, except such experts who have complied with the requirements of Paragraph 6, *infra*, who may retain documents on a temporary basis for purposes of study, analysis, and preparation of the case.

6. An expert witness must, prior to receipt of confidential information, sign a written agreement in the following form:

"I hereby acknowledge that I, [name], [position of employment], am about to receive confidential information. I certify my understanding that such information is to be provided to me pursuant to the terms and restrictions of the Court's Order in the above entitled action, ***Kristen Hyland v. Credit Protection Association***, that I have been given a copy of and have read said Order and agree to be bound by the terms thereof. I understand that such information and any copies I make of any documentary material containing confidential information or any notes or other records that may be made regarding any of such information shall not be disclosed to others, except 'Qualified Persons' as defined in such Order."

7. If persons are deposed regarding confidential information in this action, only Qualified Persons, the witness being deposed, the court reporter, and other parties and their counsel shall be present.

8. As used herein, the term "confidential information" includes documents of every kind and all extracts therefrom and summaries thereof. In the event of a dispute over what constitutes "confidential information," documents or other information designated as such by CPA shall continue to receive the protections of this order unless and until the Court orders otherwise.

1 9. This Stipulation and Protective Order shall not prevent any party from
2 using the confidential information at the trial in this action without prior notice to the
3 other party.

4 10. At the conclusion of this litigation, all of the documents constituting
5 confidential information (with the exception of plaintiff's attorneys' and experts' work
6 product), including all copies, shall be returned to counsel for CPA and all confidential
7 information in an electronic form, format or electronic version of any kind shall be
8 destroyed. Plaintiff's attorneys and plaintiff's experts will confirm in writing that they
9 have destroyed all work product containing confidential information and they have
10 destroyed all confidential information in an electronic form, format or electronic version
11 of any kind.

12 11. Any violation or threatened violation of this Stipulation and Protective
13 Order shall be grounds for immediate injunctive relief and/or sanctions as the Court may
14 deem appropriate.

15 SO STIPULATED.

16 DATED: July 26, 2010

HINSHAW & CULBERTSON LLP

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18 By: /s/ David Ian Dalby
David I. Dalby
19 Attorneys for Defendant
Credit Protection Association

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21 DATED: July 26, 2010

KROHN & MOSS

22 By: /s/ Ryan S. Lee
23 Ryan Scott Lee
24 Attorneys for Plaintiff
Kristen Hyland

ORDER

GOOD CAUSE APPEARING THEREFOR, IT IS HEREBY ORDERED THAT
the foregoing Protective Order be entered by this Court.

SO ORDERED.

Dated: July _31, 2010



United States Magistrate Judge